

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: C.F. Pyne Attorney Docket No.: LAPS119853

Application No.: 09/512,967 Group Art Unit: 2143

Filed: February 24, 2000 Examiner: B. Jaroenchonwanit

Title: REMOTE FILE TRANSFER METHOD AND APPARATUS

REVOCATION AND POWER OF ATTORNEY OF ASSIGNEE

TO THE COMMISSIONER FOR PATENTS:

Laplink Software, Inc., a Washington corporation having a principal place of business at 10210 NE Points Drive, Suite 400, Kirkland, Washington 98033, represents that it is the owner of the entire right, title, and interest in the above-identified application by virtue of a chain of title from the inventor to the current Assignee, as shown below:

- a. From the inventor Charles F. Pyne to Traveling Software, Inc., recorded at Reel 6999, Frame 183;
- b. A change of name from Traveling Software, Inc., to Laplink.com, Inc., sent to the U.S. Patent and Trademark Office for recording on February 24, 2000;
- c. A change of name from Laplink.com, Inc., to Laplink, Inc., as recorded at Reel 12607, Frame 912; and
- d. Purchased out of the bankruptcy of Laplink, Inc., by Tiro Trading, LLC, and subsequently assigned to Laplink Software, Inc., as evidenced by the *nunc pro tunc* assignment attached hereto.

The Assignee hereby revokes all previous powers of attorney given and filed in said application and appoints the practitioners associated with Customer No. 26389 as the attorneys to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

Address all telephone calls to Rodney C. Tullett at Telephone No. 206.695.1730.

Please address all further correspondence relating to said application to:

Customer No. 26389

LAW OFFICES OF
CHRISTENSEN O'CONNOR JOHNSON KINDNESS^{LLC}
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

MAR. 15, 2005 2:41PM

CHRISTENSEN O'CONNOR

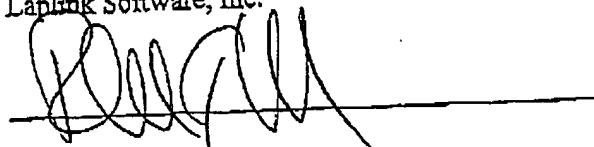
NO. 4736 P. 6

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1420 Fifth Avenue, Suite 2800
Seattle, WA 98101

For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned (whose title is supplied below) is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,
Laplink Software, Inc.



Name: Randy Clark
Title: Vice President

Date: 3/15/05

RCT:pt

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS^{PLC}
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

NUNC PRO TUNC
ASSIGNMENT OF TRADEMARK AND
SERVICE MARK REGISTRATIONS
AND
ASSIGNMENT OF APPLICATION, SUBSEQUENT LETTERS
PATENT AND INVENTIONS

WHEREAS, Tiro Trading, LLC, a Delaware limited liability corporation, having the business address of 7733 Westwood Lane, Mercer Island, Washington 98040 (hereinafter the "Assignor"), was the owner of the trademark and service mark registrations, identified in Schedule A, and applications, subsequent letters patent and inventions, identified in Schedule B attached hereto; and

WHEREAS, Laplink Software, Inc., a Washington corporation, having the business address of 10210 NE Points Drive, Suite 400, Kirkland, Washington 98033 (hereinafter the "Assignee"), acquired the trademark and service mark registrations, identified in Schedule A, and applications, subsequent letters patent and inventions, identified in Schedule B attached hereto;

WHEREAS, Assignor, in "Order Approving Sale of Substantially All of the Debtor's Assets and Business Free and Clear of All Liens, Claims, Interests and Encumbrances; Approving the Assumption and Assignment by the Debtor to Buyer of Certain of the Debtor's Executory Contracts; and Granting Other Relief" (as approved in U.S. Bankruptcy Court Western District of Washington, No. 03-13521) assigned prior to closing all of its interest in the "Purchase Agreement between Laplink, Inc. as Seller and Tiro Trading, LLC, or its assigns as Buyer", including said trademark and service mark registrations, identified in Schedule A, and applications, subsequent letters patent and inventions, identified in Schedule B attached hereto.

NOW, THEREFORE, in order to memorialize and confirm the prior understanding between the parties concerning the purchase, sale and assignment of:

1. the trademark and service mark registrations, identified in Schedule A, effective *nunc pro tunc* on May 2, 2003, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor hereby confirms and hereby does assign to said Assignee all rights and title to and interest in the trademark and service mark registrations, identified in Schedule A, and the ongoing and existing business of Assignor or portion thereof to which said marks pertains and the goodwill of the business symbolized thereby; and
2. the applications and inventions identified in Schedule B, effective *nunc pro tunc* on May 2, 2003, for sufficient, good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby confirms and hereby sells, assigns and transfers unto Assignee its entire right and title to and interest in said applications and said inventions, including the right to apply for patents thereon in foreign countries in Assignor's name or in the name of Assignee, said inventions and all applications and patents on said inventions to be held and enjoyed by Assignee as entirely as the same would have been held and enjoyed by Assignor had this sale, assignment and transfer not been made, and Assignor does hereby further agree and promise to execute all instruments and render all such assistance

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1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

as Assignee may request in order to make and prosecute any and all applications on said inventions, to enforce any and all patents on said inventions, and to confirm in Assignee legal title to said inventions and all applications and patents on said inventions, all without charge to Assignee but at no expense to Assignor.

Executed at _____, this 2nd day of
March 2005.

TIRO TRADING LLC

By: Thomas Koll
Title: President

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this 2nd day of March 2005, Thomas Koll personally appeared before me, known to me to be the individual named above who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(Seal or stamp)

Sandra J. Freeling
Printed Name: Sandra J. Freeling
Notary Public
My appointment expires June 11, 2008

Executed at _____, this 2nd day of
March 2005.

LAPLINK SOFTWARE, INC.

By: Thomas Koll
Title: Chairman (CEO)

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS™
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

STATE OF WASHINGTON)
COUNTY OF KING)

On this 2nd day of March 2005, Thomas Koll personally appeared before me, known to me to be the individual named above who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(Seal or stamp)

Sandra J. Freeling
Printed Name Sandra J. Freeling
Notary Public
My appointment expires June 11, 2008

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1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

SCHEDULE A
Trademark and Service Mark Registrations

Mark	Country	App. Number Filing Date	Reg. Number Issue Date	COJK Reference Number
BATTERY WATCH	USA	73/735,403 June 20, 1988	1,523,350 February 7, 1989	LAPS-2-30999
DESKLINK	USA	73/674,825 July 27, 1987	1,542,272 June 6, 1989	LAPS-2-31000
EXPRESS DRIVE	CTM	1891290 October 6, 2000	1891290 April 11, 2002	LAPS-2-31014
FILESYNC	CTM	2177863 April 12, 2001		LAPS-2-31011
LAPLINK	Australia		511889 June 2, 1989	LAPS-2-31197
LAPLINK	Germany	T 33017 9 Wz February 20, 1992	2053937 January 11, 1994	LAPS-2-31015
LAPLINK	USA	75/466,713 April 13, 1998	2,323,032 February 29, 2000	LAPS-2-30993
LAPLINK	USA	73/641,472 January 23, 1987	1,455,074 September 1, 1987	LAPS-2-31001
LAPLINK.COM & Design	USA	75/877,783 December 20, 1999	2,415,724 December 26, 2000	LAPS-2-30992
MISCELLANEOUS DESIGN	USA	75/877,798 December 20, 1999	2,526,683 January 8, 2002	LAPS-2-30991
MUSICMOVER	CTM	2176584 April 12, 2001	2176584 October 11, 2002	LAPS-2-31010
MUSICMOVER	USA	76/238,617 April 5, 2001	2,644,783 October 29, 2002	LAPS-2-30987
PCSYNC	CTM	2162501 April 4, 2001	2162501 October 22, 2002	LAPS-2-31013
PCSYNC	USA	76/142,504 October 5, 2000	2,560,660 April 9, 2002	LAPS-2-30990
PDASYNC	CTM	2177681 April 12, 2001	2177681 October 22, 2002	LAPS-2-31012

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1420 Fifth Avenue
Suite 2800
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206.682.8100

Mark	Country	App. Number Filing Date	Reg. Number Issue Date	COJK Reference Number
SPEEDSYNC	USA	74/460,358 November 19, 1993	1,918,756 September 12, 1995	LAPS-2-30994
TRAVELING SOFTWARE	USA	73/443,187 September 12, 1983	1,295,842 September 18, 1984	LAPS-2-31003
TRAVELING SOFTWARE & Design	USA	73/460,750 January 13, 1984	1,319,024 February 12, 1985	LAPS-2-31002
TRAVELWARE	USA	74/259,641 March 27, 1992	1,734,576 November 24, 1992	LAPS-2-30997

SCHEDULE B
UNITED STATES PATENTS

Title	Patent Number	Issue Date	COJK Reference Number
Remote File Transfer Method and Apparatus	5,721,907	February 24, 1998	LAPS-1-19854
Low Power-Consumption Interface Apparatus and Method for Transferring Data Between a Hand-Held Computer and a Desk Top Computer	5,504,864	April 2, 1996	N/A
Remote File Transfer Method and Apparatus	5,446,888	August 29, 1995	LAPS-1-19855
Cable for Transmitting Eight-Bit Parallel Data	5,293,497	March 8, 1994	TRSO-1-6991
Method and Apparatus for High Speed Parallel Communications	5,268,906	December 7, 1993	TRSO-1-6815
Eight-Bit Parallel Communications Method and Apparatus	5,261,060	November 9, 1993	TRSO-1-5434
Adaptive Data Compression System	5,229,768	July 20, 1993	TRSO-1-5400
Computer Data Interface	5,157,769	October 20, 1992	TRSO-1-6386
Data Transfer Cable	4,941,845	July 1, 1990	TRSO-1-4474

NUNC PRO TUNC
ASSIGNMENT OF TRADEMARK AND
SERVICE MARK REGISTRATIONS
AND
ASSIGNMENT OF APPLICATION, SUBSEQUENT LETTERS
PATENT AND INVENTIONS

WHEREAS, Laplink, Inc., a Washington corporation, having the business address of 18912 North Creek Parkway, Suite 100, Bothell, Washington 98011 (hereinafter the "Assignor"), was the owner of the trademark and service mark registrations, identified in Schedule A, and applications, subsequent letters patent and inventions, identified in Schedule B attached hereto; and

WHEREAS, Tiro Trading, LLC, a Delaware limited liability corporation, having the business address of 7733 Westwood Lane, Mercer Island, Washington 98040 (hereinafter the "Assignee"), acquired the trademark and service mark registrations, identified in Schedule A, and applications, subsequent letters patent and inventions, identified in Schedule B attached hereto;

WHEREAS, on or about March 12, 2003, Assignor and Assignee, in a "Purchase Agreement" between Laplink, Inc. as Seller and Tiro Trading, LLC, or its assigns as Buyer" ("Asset Purchase Agreement") under which Assignee agreed to sell and Tiro agreed to purchase certain assets of Assignor, in a sale pursuant to Section 363 of the Bankruptcy Code, including said trademark and service mark registrations, identified in Schedule A, and applications, subsequent letters patent and inventions, identified in Schedule B attached hereto;

WHEREAS, on or about March 18, 2003, Laplink filed for relief under Chapter 11 of the Bankruptcy Code.

WHEREAS, on May 2, 2003 (Docket No. 89), the United States Bankruptcy Court Western District of Washington (the "Court") entered its Order Approving The Sale of Substantially All Of The Debtor's Assets and Business Free and Clear Of All Liens, Claims, Interests And Encumbrances; Approving The Assumption And Assignment By The Debtor To Buyer Of Certain Of The Debtor's Executory Contracts; And Granting Other Relief ("Sale Order"), Case No. 03-13521. Subsequent to the entry of the Sale Order, Assignor closed the transactions contemplated in the Asset Purchase Agreement;

WHEREAS, on June 25, 2003, the Court entered an order converting the Assignor's Chapter 11 case to one under Chapter 7 of the Bankruptcy Code (Docket No. 125) and Mr. Bruce Kriegman was thereafter appointed Chapter 7 trustee.

WHEREAS, pursuant to paragraph 2.1(c) of the Asset Purchase Agreement, Assignor agreed to transfer to Assignee the "Purchased Intellectual Property". The term Purchased Intellectual Property was defined to include essentially all intellectual property of Laplink, including without limitation patents, patent applications, trademarks, copyrights and similar property. A non-exclusive list of Purchased Intellectual Property was listed on a schedule to the Asset Purchase Agreement.

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WHEREAS, at the closing of the transactions contemplated in the Asset Purchase Agreement, Assignor executed various documents, including bills of sale and documents necessary to transfer title to the Purchased Intellectual Property.

WHEREAS, since closing, however, it has become known that certain Purchased Intellectual Property was not specifically identified on the schedule to the Asset Purchase Agreement, and it has been further determined that additional transfer documents are necessary to evidence and record the transfer by Assignor to Assignee of the Purchased Intellectual Property. In particular certain forms of assignment are required to be filed in foreign jurisdictions to evidence the transfer of the Purchased Intellectual Property assets by Assignee to Assignor;

WHEREAS, pursuant to paragraph 28 of the Sale Order, the Sale Order was binding on and enforceable against all successors to Assignor, including any Chapter 11 or Chapter 7 trustee appointed in the case;

WHEREAS, Bruce Kriegman, the Chapter 7 Trustee for Assignor ("Trustee"), agrees that Assignee purchased the intellectual property in question, and that he is authorized by order (Docket No. 198) of the United States Bankruptcy Court Western District of Washington, Case No. 03-13521, to execute and deliver to Assignee all documents reasonably necessary and appropriate to fully consummate and confirm the transactions contemplated in the aforesaid Purchase Agreement between Laplink, Inc. and Trio Trading, LLC.

NOW, THEREFORE, in order to memorialize and confirm the prior understanding between the parties concerning the purchase and sale of:

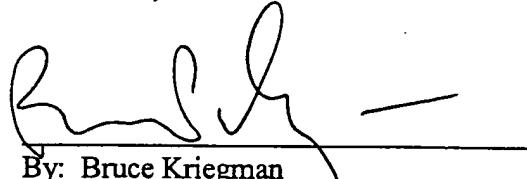
1. the trademark and service mark registrations, identified in Schedule A, effective *nunc pro tunc* on March 12, 2003, for good and valuable consideration, the receipt of which is hereby acknowledged, said Assignor, by through the Trustee, hereby confirms and hereby does assign to said Assignee all rights and title to and interest in the trademark and service mark registrations, identified in Schedule A, and the ongoing and existing business of Assignor or portion thereof to which said marks pertains and the goodwill of the business symbolized thereby; and
2. the applications, subsequent letters patent and inventions identified in Schedule B, effective *nunc pro tunc* on March 12, 2003, for sufficient, good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, by and through the Trustee, hereby confirms and hereby sells, assigns and transfers unto Assignee its entire right and title to and interest in said applications, subsequent letters patent and inventions to be held, including the right to apply for patents thereon in foreign countries in Assignor's name or in the name of Assignee, said inventions and all applications and patents on said inventions to be held and enjoyed by Assignee as entirely as the same would have been held and enjoyed by Assignor had this sale, assignment and transfer not been made, and Assignor does hereby further agree and promise to execute all instruments and render all such assistance as Assignee may request in order to make and prosecute any and all applications on said

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inventions, to enforce any and all patents on said inventions, and to confirm in Assignee legal title to said inventions and all applications and patents on said inventions, all without charge to Assignee but at no expense to Assignor.

Executed at Seattle, WA, _____ this 10th day of
March 2005.

LAPLINK, INC.



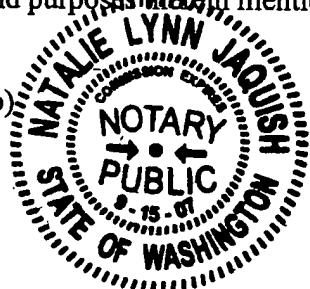
By: Bruce Kriegman

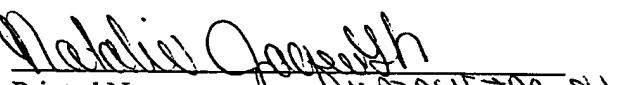
Title: Chapter 7 Trustee for Laplink, Inc., *In re Laplink, Inc.*, in the Bankruptcy Court for the Western District of Washington, at Seattle, Case No. 03-13521

STATE OF WASHINGTON)
COUNTY OF KING)
)

On this 10th day of March 2005, Bruce Kriegman personally appeared before me, known to me to be the individual named above who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

(Seal or stamp)




Printed Name: Natalie Lynn Jaquish
Notary Public
My appointment expires 09/15/2007

Executed at _____, _____ this _____ day of
_____, 2005.

TIRO TRADING, LLC

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CHRISTENSEN O'CONNOR JOHNSON KINDNESS PLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

By: _____
Title: _____

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this _____ day of _____ 2005, _____ personally appeared before me, known to me to be the individual named above who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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Printed Name: _____
Notary Public
My appointment expires _____

EEF/GLS

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SCHEDULE A
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SPEEDSYNC	USA	74/460,358 November 19, 1993	1,918,756 September 12, 1995	LAPS-2-30994

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SCHEDULE B
UNITED STATES PATENTS

Title	Patent Number	Issue Date	COJK Reference Number
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Low Power-Consumption Interface Apparatus and Method for Transferring Data Between a Hand-Held Computer and a Desk Top Computer	5,504,864	April 2, 1996	N/A
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Computer Data Interface	5,157,769	October 20, 1992	TRSO-1-6386
Data Transfer Cable	4,941,845	July 1, 1990	TRSO-1-4474

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